

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into at Evert, Michigan this 14th day of MARCH, 2011, by and between the Evert Schools, (hereinafter called the "School District"), and Howard B. Hyde (hereinafter called the "Administrator"). This Agreement shall commence July 1, 2011, and end on June 30, 2014, at which time this contract shall terminate, subject to all the covenants and conditions of this Agreement.

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another position of employment in the School District at the discretion of the Board.
2. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
3. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. In the event that new requirements are established by law and/or the State Board of Education, Administrator shall be given a reasonable opportunity to meet the new requirements.
4. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.

Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

5. For all services rendered by the Administrator hereunder, the School District shall pay to the Administrator an annual salary in the amount of \$111,234.92 payable in twenty-six (26) equal installments. In the event of renewal of this contract, compensation for the succeeding school year shall remain the same as the present school year, but, shall be subject to negotiations.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

6. The Administrator shall actively work two hundred sixty (260) days per year less paid vacation time and paid holidays. The School District agrees to grant the Administrator twenty (20) days paid vacation time per school year (July 1 to June 30). Vacation should be taken in the year worked. Administrator may carry over a maximum of five (5) vacation days each of the first two (2) years of employment in the School District. After two (2) or more years of employment in the School District, a maximum of ten (10) unused vacation days will be paid at the current daily rate upon separation from the Evert Public Schools. No more than ten (10) consecutive vacation days shall be taken without prior approval of the Board. Paid holidays: July 4th, Labor Day, Thanksgiving Day and day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day.
7. Salary and vacation time will be prorated, based upon the actual number of days Administrator is employed by the School District.
8. Administrator shall have an annual physical examination and share the results of this examination with the Board President. Administrator may choose the physician to perform said physical examination. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as

confidential.

9. Administrator shall maintain his actual residence and legal domicile within the boundaries of the Evert Public Schools and shall remain a resident of the School District for the duration of this Contract.
10. Annually, a portion or all of one meeting shall be used for the purpose of evaluating the Administrator and to discuss the working relationships between the Administrator and the Board of Education.
11. Upon written mutual agreement by the School District and Administrator and upon thirty (30) days prior notice, this contract and the employment of the Administrator may be terminated without penalty or prejudice against the School District or the Administrator. In this event, the School District shall pay to the Administrator all Remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.
12. This contract may be terminated by the School District PROVIDED (a) School District gives written notice to Administrator at least ninety (90) days prior to the termination of this Agreement that it is considering non-renewal of the contract with reasons therefore. (b) Administrator has been afforded the opportunity to meet with no less than a majority of the Board of Education to discuss the reasons stated in the written statement prior to a non-renewal statement being issued by the School District, and Administrator has been given written notice of non-renewal at least sixty (60) days before the contract termination date.
13. On March 15th of each year, the Administrator will receive an automatic one year extension of his contract unless otherwise notified in writing by the Board.
14. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud, or insubordination, or if Administrator materially breaches the terms and conditions of the Agreement.
15. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of up to sixty (60) work days for purpose of recovery. The Administrator shall first exhaust any accrued vacation time.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is

required by the Family and Medical Leave Act.

Prior to resumption of duty after a leave of absence for a serious health condition, Administrator shall provide to the Board President a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

16. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

INSURANCE:

PRIORITY HEALTH

Point of Service Plan A - With Board Paid \$2400 HSA Deductible

MESSA - Non Pak

Negotiated Life with AD&D - \$120,000

Dental Insurance - Delta Dental Plan 80/80/80/80
\$1,000 Maximum Class I, II and III
\$3,000 Maximum Class IV
X-Rays paid under Class II
Adult Orthodontics: No
Sealants: No
Cleanings: 2 per year

Term Life Insurance-Five Thousand (\$5,000)Term Life w/AD&D

Vision Insurance-VSP 3 Plus

Long Term Disability Benefit-60% Max \$10,000
Max Monthly Salary: \$16,667
Waiting Period: 90 CDMF
Alcohol/Drug: 2 Year Limitation
Mental/Nervous: 2 Yr Limitation
Soc. Sec. Offset: Family
Pre-Exist Cond.: Waived
COLA: No

Short Term Disability Insurance- 29 Day \$400 per Week

17. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement.

18. The Board agrees to provide the following benefits to Administrator for the duration of this contract:
- A. Thirty (30) continuing days sick leave.
 - B. Tuition reimbursement for approved graduate courses.
 - C. Board shall pay Administrative certification fee.
 - D. Board shall provide short term disability if long term disability does not kick in immediately after the use of the 30 day continuing sick leave.
 - E. 5% contribution to the Michigan Employee Retirement Fund.
 - F. Other Factors (to be calculated on the base salary of the Superintendent):
 - 1. Central Office Experience (for work either in or outside the district)

1st year	----	.00
2nd year	----	.01
3rd year	----	.02
4th year	----	.03
5th year	----	.04
6th year	----	.05
 - 2. Training

Bachelors or Masters	----	.00
M.A. +20 semester hours	----	.01
Specialist	----	.03
Doctorate	----	.05
 - 3. Additional Duties/Performance (as evaluated by the Board)

Below expectations	=	-(1% - 6%)
Met expectations	=	on schedule
Exceeded expectations	=	+ (1% - 6%)
19. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

Alan Bengry
President, Board of Education

Howard B. Hyde
Employee

Dated: _____

Rosie McKinstry
Trustee

Karen Pylman
Treasurer, Board of Education

Alan A. Benson
Vice Pres., Board of Education

Gerald Nichols
Secretary, Board of Education

Alan Salinas
Trustee

Kelly Millen
Trustee

HOWARD HYDE CONTRACT